S.B.CIVIL WRIT PETITION NO.3383/2007.

The General Manager, Sriganganagar Sahakari Upbhokta Wholesale Bhandar Ltd. Sriganganagar

Versus

Authority, Rajasthan Shops and Commercial Establishments Act, Sriganganagar & Anr.

Date of order ::: 13th December 2007

PRESENT

HON'BLE MR. JUSTICE DINESH MAHESHWARI

Mr.Vijay Bishnoi, for the petitioner.
Mr.Girish Sankhla ,for the respondent No.2.

BY THE COURT:

By way of this writ petition, the petitioner-employer has challenged the order dated 16.03.2007 (Annex.1) made by the Authority under the Rajasthan Shops and Commercial Establishments Act, Sriganganagar. The Authority concerned, while noticing the fact that though services of the respondent No.2 were terminated by the petitioner on 18.07.1998 but he was reinstated on 11.01.2001; and while considering that services of the employee got interrupted for about 2½ years and he suffered undue hardship, has proceeded to allow back wages for the period between the date of termination of service and date of reinstatement and has also allowed interest thereupon, the rate whereof has been stated at 8% per

annum in the penultimate paragraph of the impugned order whereas the same has been stated at 7% per annum in its concluding paragraph.

After hearing counsel for the parties and examining the record, this Court was of opinion that the matter would require consideration and hence, the petition was admitted on 29.11.2007; learned counsel Mr.Girish Sankhla appeared for the respondent No.2 and notices were ordered to be issued to the proforma respondent No.1. Learned counsel Mr.Girish Sankhla, however, prayed for some time to file reply to the writ petition and to contest the prayer for interim relief. In the circumstances of the case, time prayed for was allowed; and, while ordering stay over operation and effect of the impugned order dated 16.03.2007 till next date, the matter was ordered to be placed for final orders on the prayer for interim relief.

Today, learned counsel for the parties have made submissions, more or less in consensus, that the respondent No.2 is ready to give up the amount payable towards interest under the order impugned and that the remaining amount i.e., the principal amount towards arrears of salary for the period between 19.07.1998 to 10.01.2001, would definitely be paid by the petitioner-employer to the respondent No.2. Learned counsel for the parties submit that in view of the consensus arrived at, the petition may be disposed of with modification of

the requirements of the impugned order in the manner agreed to by the parties.

Learned counsel for the parties have placed on record the terms of the settlement arrived at between the parties as noticed above. It is also prayed that the petitioner may be given some reasonable time to make payment of the requisite amount of due salary from 19.07.1998 to 10.01.2001. In view of the submissions aforesaid, it appears appropriate to dispose of the writ petition finally at this stage itself while dispensing with service of notice on proforma respondent No.1.

Accordingly, the writ petition is partly allowed in view of and in terms of the settlement arrived at between the parties; and the impugned order is modified. While the requirement of making payment under the impugned order dated 16.03.2007 is maintained, the petitioner shall make payment of due salary for the period between 19.07.1998 to 10.01.2001 to the respondent No.2 within a period of one month from today, and in any case not later than 31.01.2008; however, the directions as contained in the impugned order for payment of interest on the said amount shall stand annulled. No order as to costs.

(DINESH MAHESHWARI),J.

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